

DEC 06 2005

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Haruhiko Higuchi (01/31/2005), Akiyoshi Murakami (01/31/2005), and Motoki Funahashi (01/31/2005)

Execution Date(s): in parentheses after inventor name

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Government Interest Assignment	
<input type="checkbox"/> Executive Order 9424, Confirmatory License	
<input type="checkbox"/> Other	

4. Application or patent number(s):

A. Patent Application No.(s)

This application

This document is being filed together with a new application.

B. Patent No.(s)

Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Mark J. Thronson
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6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

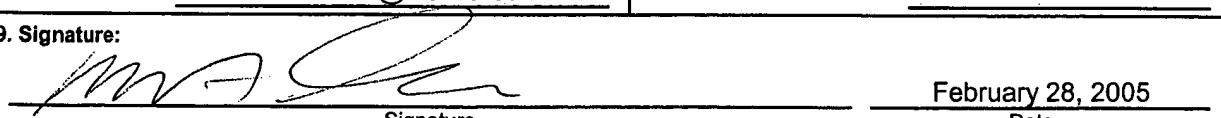
Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1008
Expiration Date 02/28/06

b. Deposit Account Number
Authorized User Name

9. Signature:


Signature

February 28, 2005

Date

Mark J. Thronson - 33,082

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Haruhiko Higuchi; Akiyoshi Murakami; and Motoki Funahashi (hereinafter referred to as Assignors), residing at 379-4, Oaza Yamaguchi, Tokorozawa-shi, Saitama 359-1145, JAPAN; 411-10, Ageo-shi, Itchome, Saitama 362-0046, JAPAN; and 17-18, Kasugacho, 3-chome, Nerima-ku, Tokyo 179-0074, JAPAN, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in ELECTRONIC TIMEPIECE, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Citizen Watch Co., Ltd., a corporation organized under and pursuant to the laws of Japan having a place of business at 1-12, Tanashicho 6-chome, Nishitokyo-shi, Tokyo 188-8511, JAPAN (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

All practitioners at Customer Number 24998

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Assignors:

January 31, 2005

Date

Haruhiko Higuchi

Haruhiko Higuchi

January 31, 2005

Date

Akiyoshi Murakami

Akiyoshi Murakami

January 31, 2005

Date

Motoki Funahashi

Motoki Funahashi

Witness:

January 31, 2005

Date

Shantoku Ishimori

January 31, 2005

Date

Midori Kawarishi